

**REQUEST FOR PRE-QUALIFICATION OF VENDORS  
FOR THE GYPSY MOTH TRAPPERS QUALIFIED CONTRACTORS LIST**

**Issue Date:** February 1, 2008 **QCL # 301-08-009**  
**Title:** Establishment of a Gypsy Moth Trapper Qualified Contractors List  
**Commodity Code:** 94549  
**Issuing Agency:** Virginia Department of Agriculture & Consumer Services  
Procurement Office – 2<sup>nd</sup> Floor  
102 Governor Street  
Richmond, Virginia 23219

**Using Agency and/or Location Where Work Will Be Performed:** Virginia, in the Counties of Amelia, Appomattox, Bland, Botetourt, Brunswick, Buchanan, Buckingham, Carroll, Charlotte, Chesterfield, Craig, Cumberland, Dickenson, Dinwiddie, Floyd, Franklin, Giles, Grayson, Greensville, Halifax, Henry, Isle of Wight, Lunenburg, Mecklenburg, Montgomery, Nottoway, Patrick, Pittsylvania, Powhatan, Prince Edward, Pulaski, Roanoke, Russell, Smyth, Southampton, Surry, Sussex, Tazewell, Washington, Wise, Wythe and the Cities of Chesapeake, Danville, Emporia, Franklin, Galax, Martinsville, Roanoke, Salem, South Boston, Suffolk and Virginia Beach.

**Period of Contract:** Early April, 2008 to mid-September, 2008 with 4 possible one-year renewal options

**Due Date:** Monday, February 25, 2008 no later than 1:00 pm.

**Mandatory Pre-Qualification Conferences:** Mandatory attendance is required at one (1) of three (3) scheduled pre-qualification conferences and is a prerequisite for submitting pre-qualification documents. (Reference: Section III, page 12). NO ONE WILL BE ADMITTED 15 MINUTES AFTER THE START OF EACH MEETING.

All Inquiries for Technical Information Should be Directed to: Pat Somerville, Telephone (540) 394-2507. Questions Relating to Pre-Qualification Document Submission and/or Terms and Conditions Should Be Directed To: Katherine Bosdell, CPPB, VCO, Senior Contract Specialist, Telephone: (804) 225-3798, fax: (804) 371-8372, or e-mail [kathy.bosdell@vdacs.virginia.gov](mailto:kathy.bosdell@vdacs.virginia.gov). **eVA Vendor Registration:** See Section IV, Paragraph X on page 20 for additional information.

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**PRE-QUALIFICATION DOCUMENTS MAY BE MAILED, HAND DELIVERED, FAXED OR EMAILED TO THE ISSUING AGENCY SHOWN ABOVE TO THE ATTENTION OF KATHERINE BOSDELL. IT IS YOUR RESPONSIBILITY TO ENSURE THE DOCUMENTS ARE RECEIVED BY THE AGENCY ON OR BEFORE THE DATE/TIME REQUIRED. LATE DOCUMENTS WILL NOT BE ACCEPTED.**

In Compliance With This Request for Pre-Qualification and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Abide by all Included and Incorporated Terms and Conditions of This Solicitation.

Name & Address of Firm:

_____ _____ _____ E-Mail: _____ FEI/FIN/SSN NO: _____	Date: _____ By: _____ (Signature in Ink) Name: _____ (Please Print) Telephone: _____ Fax: _____
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NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia, Section 2.2-4300*, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**RETURN OF THIS PAGE IS REQUIRED**

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QCL # 301-08- 009  
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## I. PURPOSE

The purpose of this request is to invite interested persons to submit pre-qualification documentation in order to be added to the 2008 Gypsy Moth Trapper Slow-the-Spread (STS) Program's Qualified Contractors List (QCL). Trapping services will be on behalf of and in cooperation between the VA Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia, and the United States Department of Agriculture - Forest Service (USDA-FS).

- A. The procurement process for the Gypsy Moth Trapping program has two phases: Phase 1 is the pre-qualification of individuals to be added to the Qualified Contractors List. Reference Attachment I for a list of the pre-qualification documents that must be submitted to the VDACS Procurement Office.
- B. Phase 2 begins with the issuance of an Invitation for Bids (IFB) solicitation which will be sent to **only** those individuals on the Qualified Contractors List. VDACS will notify individuals on the Qualified Contractors List that the IFB has been issued and will provide access to all IFB documents, requirements and any additional deliverables necessary to properly submit a bid(s) on Gypsy Moth Trapping Units. IFB documents will include all maps, pricing schedule, and final instructions/procedures for the 2008 Gypsy Moth Slow-the-Spread (STS) trapping program. A bidder may bid on more than one trapping unit **only** if he/she has been awarded a previous Virginia gypsy moth trapping contract and has completed the contract to the satisfaction of VDACS-STs, or has satisfactory past working experience as a gypsy moth contractor in another state or federal gypsy moth trapping program. All bidders who bid on multiple trapping units shall be required to complete and submit a Trapper Data Sheet listing the names of additional personnel who will serve as trapping assistants and will work on the trapping units. **IMPORTANT NOTE:** No bidder will be permitted to utilize as trapping assistants individuals debarred or prohibited by VDACS from bidding on their own trapping units. It is the responsibility of the bidder to determine the work eligibility of potential trapping assistants.
- C. Awarded Contractors and their trapping personnel shall attend mandatory pre-trapping/post award training, unless specifically exempted by VDACS-STs personnel.

**IMPORTANT NOTE: ACCEPTANCE, IN AND OF ITSELF, TO VDACS' QUALIFIED CONTRACTORS LIST DOES NOT CONSTITUTE AN EXPRESSED OR AN IMPLIED CONTRACT, NOR IS IT A GUARANTEE OF WORK. HOWEVER, ONLY QUALIFIED CONTRACTORS WILL BE INVITED TO BID ON GYPSY MOTH TRAPPING UNITS.**

## II. DESCRIPTION OF THE 2008 GYPSY MOTH TRAPPING PROGRAM

**A. SCOPE OF WORK:** Contractors shall furnish all labor, transportation, supervision, and insurance, as well as, be responsible for data submission expenses as necessary to place, inspect, and remove traps in designated target sites in Virginia and submit trapping data to VDACS-STs.

### **B. CONTRACTOR RESPONSIBILITIES:**

1. **Personnel and Code Compliance:** Contractors shall be responsible for providing the appropriate types and skill levels of personnel required to perform the services described herein and for providing adequate supervision at the work site to assure that the work is accomplished in compliance with all applicable specifications, laws, ordinances, rules, regulations and codes including Virginia OSHA requirements.
2. Provide personnel to construct traps according to specifications.
3. Provide personnel and transportation to place, inspect, and pull traps per each bid unit and not exceed a 5% omit rate. No adjacent sites will be omitted. **All omitted trap sites must first be approved by the VDACS-STs Trapping Coordinator.** Traps are to be placed inside a predetermined target circle on public and private lands with site-specific data recorded on each trap and Global Positioning System (GPS) coordinates obtained **on-site** with site specific data recorded in the GPS and logbooks provided by VDACS-STs.
4. Be responsible for maintaining and distributing trapping supplies and materials in a manner that minimizes loss and waste.
5. Be responsible for replacement cost of abused or lost VDACS-STs issued equipment.
6. All contractors, their employees, agents and subcontractors (hereafter referred to as trapping personnel) shall attend a one to two day training session provided by VDACS-STs at a location to be announced. Contractors shall provide, at their own expense, all transportation and lodging necessary to participate in this training. Reference Section II.L for additional information.
7. Provide adequate supervision and direction to trapping personnel.
8. **Field Training:** Contractors shall be required to work with VDACS-STs personnel for at least one weekday (excluding holidays) during the trapping season to ensure compliance with trapping guidelines. New contractors and their trapping personnel will be accompanied

on their first day of placing traps. VDACS-STC reserves the right to accompany contractors for multiple days throughout the trapping season.

9. Obtain trap placement, inspection, and pull information into the GPS while **on-site** for each and every trap site visit.
10. Contractors and their trapping personnel shall not make any changes to the GPS setting or manipulate stored data by any means (i. e. software, cables, manual entries or deletions) unless granted prior permission by VDACS-STC.
11. Verify positive identification of moths collected in traps and submit the moth catches to VDACS-STC in the issued plastic bags. A separate bag shall be submitted for each trap with moth catch and site specific information recorded on each bag as required by the Gypsy Moth Trapping Manual.
12. Meet as scheduled with VDACS-STC for download of GPS data, transfer of needed supplies, marking maps, and submission of required paperwork, moth catches and the end of season return of traps.
13. Contact landowners for permission to place traps on their property and promptly address any landowner complaints as instructed by VDACS-STC.
14. Complete and maintain VDACS-STC issued logbooks as paper back-up for trap placement, inspection, and pulls to include directions to the trap sites as required by the Gypsy Moth Trapping Manual. Logbooks shall be updated and submitted to VDACS-STC at each scheduled download for the respective sites downloaded.
15. Keep VDACS-STC informed of trapping program status.
16. Contact VDACS-STC with error corrections within 5 VDACS business days of website posting.
17. Promptly fax, email or mail any necessary data reports to VDACS-STC.
18. Have telephone with answering machine/voice mail available so contractor can be contacted by VDACS-STC at any time during the contract period.
19. Return all requested calls to VDACS-STC as soon as possible, but no later than the end of the next VDACS business day.

20. **All contractors shall download their GPS data as scheduled unless given approval by the VDACS-STs Trapping Coordinator to skip the scheduled download. Contractors must request in advance, and receive approval, if they wish to skip a scheduled download.**
21. Comply with any local, state, and or federal guidelines for bio-security procedures (i.e. Avian Flu and Foot and Mouth Disease). Reference ATTACHMENT F for current bio-security guidelines.

**C. VDACS RESPONSIBILITIES:**

1. Furnish USGS topographical maps (some maps may be black and white copies), **one** GPS unit, one extra set of batteries for each GPS unit, traps, pheromone, insecticide strips, latex gloves, twist ties, coat hangers, staple guns, staples, permanent markers, plastic bags, flagging, door hangers, trash bags and clipboard for each trapping unit.
2. Conduct a one to two day training session for all contractors and their trapping personnel at a location to be announced.
3. Periodically evaluate trap placement and perform quality control checks on at least 10 percent of each contractor's traps.
4. Assume responsibility for any treatments or other activity required upon identifying a gypsy moth population.
5. Provide written evaluations of contractors' performance for the official contract file. Contractors will receive a copy of poor or needs improvement performance evaluations, however, all other evaluations will be provided to contractors upon request only.

**D. TRAPPING GRID:** Traps shall be set on an 8 kilometer, 3 kilometer, 2 kilometer, 1 kilometer, or 500 meter trapping grid, depending on the previous year's trap catch. The diameter of an 8k target circle is approximately 16,000 feet, while a 500 meter target circle is approximately 1,000 feet. If a trap cannot be set due to inaccessibility or safety concerns, it may be omitted **after** approval from VDACS-STs. **VDACS-STs must approve all omitted trap sites.** No more than 5 percent of the traps assigned per bid unit may be omitted. Adjacent omits are not acceptable.

**E. MAP AND TRAP ABBREVIATION AND NUMBERING:** All maps are marked with an abbreviated name and have a systematic numbering system recognized by the database. The abbreviated names and trap numbers on the maps must correspond with the traps found in the field.

**F. ACCESSIBILITY TO PRIVATE PROPERTY:** Contractors will be working primarily on private property. It shall be the contractor's responsibility to contact landowners and gain access to their property in order to place the traps. If property access is denied, the contractor should obtain the landowner's name, address, and telephone number and report them to the VDACS-STs trapping coordinator. Any use of all terrain vehicles must be approved by the landowner or the agency responsible for the property.

**G. TRAP PLACEMENT:**

1. Trap placement will begin in April with Eastern and Central areas starting approximately two (2) weeks before the Western areas. Final placement schedules will be provided in the Phase 2 IFB documents.
2. Many sites will not be accessible by vehicle and will require hiking to get within the target circle. **Sufficient flagging to trap site is critical and shall be required as an aid for trap inspections and quality control checks.**
3. Traps shall be hung on trees approximately 4½ to 5 feet off the ground inside the predetermined target circle. Traps shall not be placed on telephone poles, fence posts or road signs. Avoid hanging traps on trees that will be covered with poison ivy/oak, honeysuckle, or other vegetation in the summer months which will hamper the trap's effectiveness and visibility during the midseason and final checks. Traps can become very difficult to locate later in the season because of vegetative growth and it is critical for sufficient flagging to be used and for specific trap location notes to be maintained. It is the contractor's responsibility to ensure that all trap sites are well marked and/or noted so they can be located.
4. All traps must have the following data written with a permanent marker: the contractor's initials, quad abbreviation, site number, grid type, date placed, date inspected, and the VDACS-STs office telephone number.
5. Contractors shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit is unable to obtain this information from the satellites within five minutes, the contractor must manually enter the trap site information into the unit. **If a trap location is manually entered into the GPS unit, it is the contractor's responsibility to make sure that the trap is actually located inside the target circle and "manual" entry is written in the logbook with the reason noted.**
6. Contractors shall complete and maintain a VDACS-STs issued logbook as paper back-up showing quad, site number, date placed,

UTM coordinates, trap type for each trap placement site and directions to the site. **Site record information must be written in the logbook in the exact order of trap placement.**

7. Contractors shall be required to meet with VDACS-STC during trap placement to download GPS placement records, mark maps, submit placement logbooks and transfer needed supplies. **VDACS-STC will determine the meeting schedule and location.**

#### **H. MID-SEASON INSPECTIONS:**

1. Contractors must inspect all traps one time during the mid-season monitoring period. Traps placed first are to be checked first to help ensure traps are not in the field for a prolonged period of time without being serviced. Mid-season inspection schedules will be provided in the Phase 2 IFB documents. **VDACS-STC reserves the right to eliminate some or all of the mid-season inspections if funding is restricted. Contractors will be notified of eliminated inspections in the Phase 2 IFB documents.**
2. Traps must be opened, emptied of all matter and examined to determine if the trap is still functional during the mid-season inspection. All missing or damaged traps must be replaced immediately. Replaced traps must have "replaced" written on the trap and the replacement date. Moth catches shall be recorded in the GPS unit and the logbook. Each trap's moth catch shall be placed in a VDACS-STC issued plastic bag, sealed and identified with the quad, site number, date and number of gypsy moths caught.
3. Each trap must be initialed and dated with a permanent marker during midseason inspections. **Traps that have not been dated, or the dates have washed off, will be considered un-inspected traps during VDACS-STC quality control checks.**
4. During mid-season inspections, contractors shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit is unable to obtain this information from the satellites within five minutes, the contractor shall be required to manually enter the trap site information into the unit and write "manual" entry in the logbook with the reason noted.
5. Contractors shall complete and maintain VDACS-STC issued logbooks as paper back-up showing quad, site number, date checked, trap condition, and gypsy moths collected for the mid-season inspection. Logbook records shall be listed in the exact order mid-season inspections were performed. Unless otherwise



notified, **all contractors shall bring their gypsy moth catches, as described in Section II.H.2, to their scheduled downloads so that VDACS-STS can confirm proper identification and verify that moth counts correspond to GPS download records and logbooks.**

6. Contractors shall be required to meet with VDACS-STS personnel during the mid-season trap inspection period to download GPS mid-season trap inspection records, submit logbooks and bagged gypsy moth catches, and transfer needed supplies. **VDACS-STS will determine the meeting schedule and location.**

#### **I. FINAL TRAP INSPECTIONS/REMOVAL:**

1. Central and Eastern areas will begin final trap inspections/removal approximately two (2) weeks before the Western areas. All Central and Eastern trap inspections/removals shall be completed by August 29 and Western areas completed by September 11. Final trap inspections/removal schedules will be provided in the Phase 2 IFB documents. Traps inspected first during the midseason must be pulled first, however, exceptions can be made for traps located at higher elevations. Contractors are required to remove traps, staples, coat hangers and flagging from all sites. **Unless otherwise notified, all contractors shall bring final inspected/pulled traps (with coat hangers removed) to VDACS-STS for verification of traps pulled.** It is critical that traps are **completely opened at the bottom** to ensure **all** moths are found. Traps must be flattened before submission to VDACS-STS. Moths caught must be placed in sealed bags labeled with site information and brought to VDACS-STS for confirmation of proper identification and moth count. If VDACS-STS determines that the contractor is not required to return traps to VDACS-STS, the traps, pheromone, insecticide strips, flagging and coat hangers should be placed in plastic garbage bags and disposed of at appropriate town or county landfills.
2. Contractors shall be required to stay at each trap site until the GPS unit obtains a 3D GPS location. If the GPS unit is unable to obtain this information from the satellites within five minutes, the contractor must manually enter the trap site information into the GPS unit and write "manual" entry in the logbook with the reason noted.
3. Contractors shall complete and maintain VDACS-STS issued logbooks as paper back-up showing quad, site number, date pulled, trap condition, and gypsy moths collected for the trap removal visit. Logbook records must be listed in the exact order final inspections/pulls are made.

4. Contractors shall be required to meet with VDACS-STC to download GPS final trap inspections/pull records, and to turn in logbooks, bagged gypsy moth catches and traps pulled. **VDACS-STC will determine the meeting schedule and location.**
5. Any traps found in the field by VDACS-STC after completion of trap inspections/pulls will have liquidated damages assessed unless there are extenuating circumstances beyond the control of the contractor. Documentation of extenuating circumstances is required and subject to review with confirmation and approval by VDACS-STC. Un-pulled traps jeopardizes the contractor's status on the Qualified Contractors List and pre-qualification on future lists.

- J. STORAGE AND HANDLING OF TRAPS, PHEROMONE AND INSECTICIDE STRIPS:** Traps and trap parts must be stored in a secure area protected from weather, vandalism, etc. Pheromone must be stored in a freezer until used. After removal from the freezer, the pheromone is effective for about twelve weeks at 85 degrees Fahrenheit or below. Sustained temperatures above 85 degrees Fahrenheit decreases the longevity and effectiveness of the pheromone. Insecticide strips must be stored in a cool, protected area prior to use. The strips must not be removed from the protective packet and placed in the trap until ready for use. Traps with installed insecticide strips must be kept in airtight plastic bags when transporting in vehicles to prevent the occupants from breathing insecticide fumes. Contractors must dispose of used insecticide strips according to label directions.
- K. EQUIPMENT CARE AND RESPONSIBILITY:** Contractors are responsible for the proper care and use of all VDACS-STC issued equipment. Contractors shall pay the replacement costs for all equipment provided by VDACS-STC which has been abused or lost, including but not limited to, GPS units and accessories, staple guns, etc.
- L. ORIENTATION AND TRAINING:** Contractors and trapping personnel shall attend a one to two day training session which will run from approximately 8:00 a.m. to 5:00 p.m. The Contractor shall be responsible for any lodging and transportation expenses incurred. **Late arrivals and/or failure of the contractor and their trapping personnel to attend the training sessions may result in the cancellation of the contract.** Dates, times and locations for the Orientation and Training sessions will be provided in the Phase 2 IFB documents.
- M. SAFETY PRECAUTIONS:** Contractors and their trapping personnel shall take precautionary measures while performing the trapping services to include the following:

1. Handling Insecticide Strips - The insecticide used to kill captured moths in milk carton traps is manufactured as an insecticidal strip called VAPORTAPE II and is toxic. The contractor must wear the latex gloves provided by VDACS-STs and use extreme caution and care when handling the strips. Contractors must not transport traps containing open insecticide strips. Insecticide strips must be stored in a cool, dark place out of the reach of children.
2. Vehicles - The use of a vehicle is essential for servicing the trapping contract (i.e. placement and monitoring of traps). Contractors and their trapping personnel must have valid driver's licenses and access to a vehicle in good running condition. A four-wheel drive vehicle is recommended to reach trap sites located on unimproved field and forest logging roads. Contractors are urged to use caution when traveling and working on or near any road.
3. Animal Bites - Rabies affects many varieties of mammals and contractors should avoid contact with wild or unfamiliar domestic animals as much as possible.
4. Snakes - Poisonous snakes can be found within the trapping areas. Contractors must become familiar with the identity and habits of each type of poisonous snake, wear appropriate boots or snake leggings, and use extreme caution around areas where snakes may inhabit.
5. Bee Stings, Insect, Spider and Tick Bites - Some people develop allergic reactions to bee stings and those with known sensitivities should carry appropriate medication. Medical attention should be sought immediately for any bee sting, insect, or spider bite that results in adverse swelling, breathing, or itching reactions. Ticks can transmit Rocky Mountain Spotted Fever and Lyme Disease. Wear approved repellents, inspect clothing and body surfaces frequently, and wash hair and body thoroughly as soon as possible when returning from the field.
6. Poisonous Plants - Poison ivy, oak, and sumac can cause severe skin irritation and contractors are encouraged to learn to identify these plants and avoid them and to wear protective clothing. Wash thoroughly after contact with poisonous plants.
7. Sprains and Broken Bones – Contractors will frequently be working in rough terrain and should use extreme caution when walking over fallen trees, down steep slopes and when crossing streams.
8. Eye Injuries – Contractors should use caution when working in dense vegetation to avoid eye injuries from tree branches, leaves, and other debris.

9. Heat Stress - The body can lose a large amount of water in a short period of time when the weather is hot and dry. To avoid dehydration and heat stress, the contractor should set a moderate work pace, drink plenty of water, and take rest breaks. A plentiful supply of drinking water should be taken to when working in the field.

### III. MANDATORY PRE-QUALIFICATION CONFERENCES

Mandatory pre-qualification conferences will be held to fully discuss pre-qualification conditions, requirements, state mandates, etc., and also, to review contract conditions and requirements. The conferences are intended to educate interested persons with all aspects of the gypsy moth trapping program and to provide a more comprehensive understanding of the time and expenses involved. The 2008 VDACS Gypsy Moth STS Contract Trapping map will be available for review at the conferences. **Attendance at one of these conferences is mandatory and pre-qualification documents will only be accepted from those individuals represented at a conference.** Attendance will be evidenced by the individual's signature on the attendance roster. The meetings will start promptly at the designated times. **No one will be admitted 15 minutes after the start of each meeting.** Additional information and directions to each conference site may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.

Pre-qualification conferences are scheduled as follows:

Monday, February 11, 2008 at 1:00 pm  
Pittsylvania ECC Auditorium  
35 Bank Street, SE  
Chatham, VA

Tuesday, February 12, 2008 at 10:30 am  
Heritage Preservation Center  
115 W. Spiller Street  
Wytheville, VA

Wednesday, February 13, 2008 at 10:30 am  
Christiansburg Rescue Squad Building, 2<sup>nd</sup> Floor  
190 Depot Street  
Christiansburg, VA

#### IV. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.virginia.gov](http://www.dgs.virginia.gov) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the

normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the

Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis

for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions: *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, and PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.



- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The

contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES: OMITTED**
- R. **USE OF BRAND NAMES: OMITTED**
- S. **TRANSPORTATION AND PACKAGING: OMITTED**
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 *et seq. of the Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements

under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

**Important Note:** Automobile Liability and Commercial General Liability insurance is required for individuals working alone on this contract. All four (4) insurance requirements must be met for those hiring trapping assistants.

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or

receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued August 16, 2006 and after, the Transaction Fee is 1%, capped at a maximum of \$500 per order for DMBE-certified Small Businesses. The Transaction Fee for businesses that are not DMBE-certified Small Businesses is 1% capped at \$1,500 per order.

**IMPORTANT NOTE: eVA REGISTRATION IS MANDATORY FOR ALL INDIVIDUALS SUBMITTING PRE-QUALIFICATION DOCUMENTS FOR THE GYPSY MOTH SLOW-THE-SPREAD 2008 TRAPPING PROGRAM. PREVIOUS CONTRACTORS MUST ENSURE THEIR eVA REGISTRATION IS CURRENT. ANY QUESTIONS, CONCERNS OR CONFUSION ABOUT THIS REQUIREMENT MUST BE DISCUSSED WITH THE CONTRACTING OFFICER LISTED ON PAGE ONE.**

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## V. SPECIAL TERMS AND CONDITIONS

A. **CONFLICT OF INTEREST:** By submitting the prequalification documentation and any future bids, the individual certifies that contracting in this gypsy moth trapping program does not constitute a Conflict of Interest in regard to each of the following:

1. Contractors may not be a member of the immediate family of any employee of VDACS. "Immediate family" is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/granddaughter.
2. Contractors may not be members of the Board of Agriculture or VDACS employees or officers.
3. If the Contractor's personal circumstances relating to possible conflicts of interest change after the contract is awarded, the Contractor shall immediately notify the VDACS Procurement Office. Depending on the degree of conflict, the Contractor understands that his/her contract may be canceled and reissued to another Contractor. VDACS will only be responsible for payment to the Contractor for work completed through the date such notice was made.

B. **INDEMNIFICATION:** VDACS will not assume any responsibility for loss or damage of equipment owned or operated by the Contractor and the trapping personnel; or for the injury to or death of the Contractor and trapping personnel. The Contractor shall be responsible for any negligent or wrongful acts or omissions of the trapping personnel. Contractor agrees to indemnify, defend, and hold harmless, the Commonwealth of Virginia, its officers, agents, and employees, from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, or by services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using Agency or to the failure of the using Agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered. The Contractor shall not be responsible for any negligent or wrongful acts or omissions of VDACS and its employees. The Contractor agrees to indemnify, defend and hold harmless from all liability, from any death, injury or damage to all persons (other than the liability of employees directly engaged in performing work under this contract as provided under the Federal Employees Compensation Act) or to real or personal property. Further, the Contractor agrees to indemnify, defend and hold harmless VDACS and its employees, from and against all claims, damages, losses, expenses, including reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of

the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) cause and hold, or impart by Contractor's negligent act or omission, or that of an employee, agent or subcontractor of anyone employed by them or for whose acts the Contractor or subcontractor may be liable.

- C. **SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS-STS the names, qualifications, and experiences of their intended subcontractors. This information must be furnished to VDACS-STS no later than thirty (30) days prior to trapping initiation. The Contractor shall assume full liability and responsibility for the work to be done by the subcontractor and shall assure compliance with all requirements of the contract.
- D. **ADDITIONAL INSURANCE:** The Contractor shall provide the VDACS Procurement Office with a Commonwealth of Virginia Certificate of Insurance, and if subcontractors are used, for the specified subcontractor, prior to the start of any work under the contract. A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the VDACS Procurement Office at the address indicated on Page 1.
1. Coverage is to include Premises/Operations Liability, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.  
  
Additional information on approximate cost of insurance and coverage requirements may be obtained by contacting Larry Bradfield or Pat Somerville at (540) 394-2507.
  2. Contractor shall obtain the required coverage, as specified above and in Section IV.T, **within 10 days of notification of award.**
- E. **LIQUIDATED DAMAGES:** Because of the behavior of the gypsy moth, and the amount of time available to place and monitor the traps to be successful, it is hereby understood and agreed, that lack of communication and other unacceptable delays caused by the Contractor are costly to VDACS and damaging to the outcome of the program. Therefore, liquidated damages may be assessed for each occurrence of noncompliance. The Contractor's compliance with guidelines and standards may be evaluated by VDACS-STS at any time during the trapping season, as well as, post-season after all traps have been pulled. VDACS-STS will randomly check and evaluate at least ten percent of the traps deployed within each contract trapping unit.

**Liquidated damages may be assessed but are not limited to the following:**

1. Inaccurate and improper trap placement outside or within target circle.
2. Improper trap construction (includes improper lure and insecticide attachment).
3. Failure to complete and/or submit VDACS-STIS issued "Trap Placement" and "Trap Inspection/Pull" logs as instructed.
4. Insufficient flagging for contractor or VDACS-STIS to easily locate the trap site on subsequent visits.
5. Incomplete and inaccurate data provided on traps including the contractor's initials, quad abbreviation, trap number, grid type, date placed, date checked, the VDACS-STIS office telephone number, and failure to use permanent marker.
6. Inaccurate and untimely submissions of gypsy moth trap site data into the GPS unit and into VDACS-STIS issued logbooks.
7. Failure to meet with VDACS-STIS as scheduled in a punctual and timely manner during normal office hours to download GPS data.
8. Failure to contact VDACS-STIS in advance and receive approval prior to skipping a download session.
9. Failure to contact VDACS-STIS with error corrections within 5 business days of website posting.
10. Failure to meet trap placement, mid-season inspection, and final trap pull deadlines.
11. Failure to properly dispose of traps, insecticide strips, flagging, and used coat hangers at the end of the trapping season as directed by VDACS-STIS.
12. Failure to take proper care of and/or return VDACS-STIS issued non-disposable supplies and equipment at termination of trapping contract.
13. Failure to return calls and other data requests within 24 hours.
14. Failure to submit all GPS records, logbooks, moth catches and final pulled traps on the day of the related download session.

15. Changing GPS settings or manipulating stored data by any means (i. e. software, cables or manual entries/deletions) by the contractor or any trapper personnel unless granted prior permission by VDACS-STs.

Each incident of non-compliance will be investigated. Substantiated evidence or an unsatisfactory explanation may result in liquidated damages being assessed not to exceed three hundred dollars (\$300.00) per incident of non-compliance. An incident is defined as being any separate or individual occurrence within any of the quality control items, i.e. placing four traps out of target circle would be four incidents of non-compliance. Repeated incidences of failure to meet quality control criteria and other contract requirements seriously jeopardizes the success of the trapping program and may be cause for cancellation of the contract and the assessment of damages not to exceed 30% of compensation for the trapping contract.

Any incident in which a Contractor is not in compliance with the terms of the contract will be described in writing and documented by VDACS-STs and a copy of this report will be given to the Contractor. The reports will be subject to the appropriate provisions, and any liquidated damages assessed will be deducted from payments due the Contractor. If the Contractor has been paid for services which were not performed in accordance with this contract, the Contractor will be invoiced and must refund any payments for services improperly performed.

- F. **AWARD:** VDACS will make the awards on a fixed unit price basis to the lowest responsive and responsible Bidder for each trap within each specific bid unit. All bids are binding and the Contractor must be able to complete work on all bids submitted if accepted. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. VDACS shall have the right to reject any low bid, which is in excess of what it would cost VDACS to trap that bid unit using VDACS personnel. VDACS also reserves the right to conduct any tests or inspections it may deem advisable and to make all evaluations. Annual performance evaluations by VDACS-STs can affect a contractor's ability to bid on future solicitations. VDACS reserves the right to reject any or all bids, in whole or in part, to waive informalities, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- G. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five years after final payment or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.



- H. **NEGOTIATION WITH LOWEST BIDDER:** Unless all bids are canceled and rejected, the Commonwealth of Virginia reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when negotiations may take place, the term "available funds" shall mean those per trap costs which are determined by the Program Supervisor to be the cost that trapping could be handled by the agency most cost effectively. Bids received which are higher than this pre-determined per trap cost may be rejected requiring the agency to perform the trapping services in that respective lot or the agency may negotiate with the bidder for a more economical rate. Negotiations with the lowest bidder may include both modifications of the bid price and the Scope of Work to be performed. The agency will initiate such negotiations by written notice to the lowest responsive, responsible bidder that the bid exceeds the "available funds" per trap for the respective lot and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
- I. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. **RENEWAL OF QUALIFIED CONTRACTORS LIST:** The contractor may remain on the qualified contractors list if mutually agreed upon by both parties for up to four (4) one-year renewal periods.

## **VI. METHOD OF PAYMENT**

The Contractor will be paid from billing invoices submitted in the format as shown in Attachment G. Invoices shall only be submitted upon completion of each trapping cycle and the acceptance of the work completed for each individual bid unit. The invoices must show contract number, cycle number completed, percentage contract work completed, and payment amount due. Amount of payment for completion of each trapping cycle will be based on the percentage of trapping season work completed during that cycle. Direct deposit of contractor payments may be an option.

**VDACS reserves the right to delay payment until confirmation of services rendered have been satisfactorily completed and/or received. Reasons for payment delay may include failure to submit GPS records, logbooks and moth catches, and final pulled traps on the day of the related download session. Also, final payment will be delayed if all equipment is not returned**

at the time of final download and/or until contractor's authorization is given to deduct cost of equipment from the final invoice.

## VII. INFORMATIONAL PURPOSES ONLY: EXAMPLE OF PRICING SCHEDULE

A Pricing Schedule will be provided in the Phase 2 IFB documents to be issued in early March. The Pricing Schedule consists of separate trapping bid units. Total number of traps in each bid unit is an estimate and can vary by + or - 5%. Bidders must indicate their per trap price beside their desired bid unit. Contracts will be awarded on a per trap price, therefore, no payment will be made for omitted traps. **IMPORTANT NOTE:** All bids are binding and the Contractor must be able to complete work on all awarded trapping bid units. Specific bid unit descriptions and locations will be included in the Phase 2 IFB documents.

Bid Unit VA-01 \$ \_\_\_\_\_  
(per trap price)

Bid Unit VA-02 \$ \_\_\_\_\_  
(per trap price)

Bid Unit VA-03 \$ \_\_\_\_\_  
(per trap price)

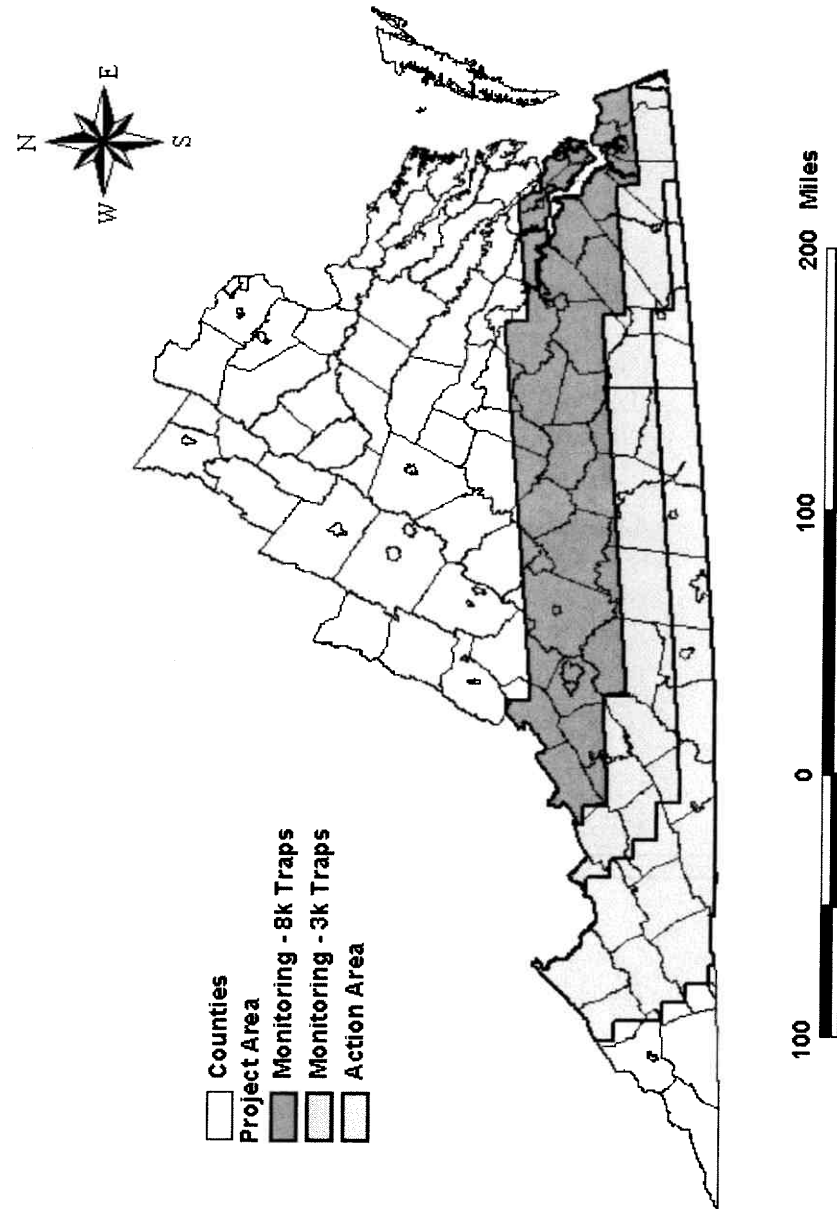
Bid Unit VA-04 \$ \_\_\_\_\_  
(per trap price)

Bid Unit VA-05 \$ \_\_\_\_\_  
(per trap price)

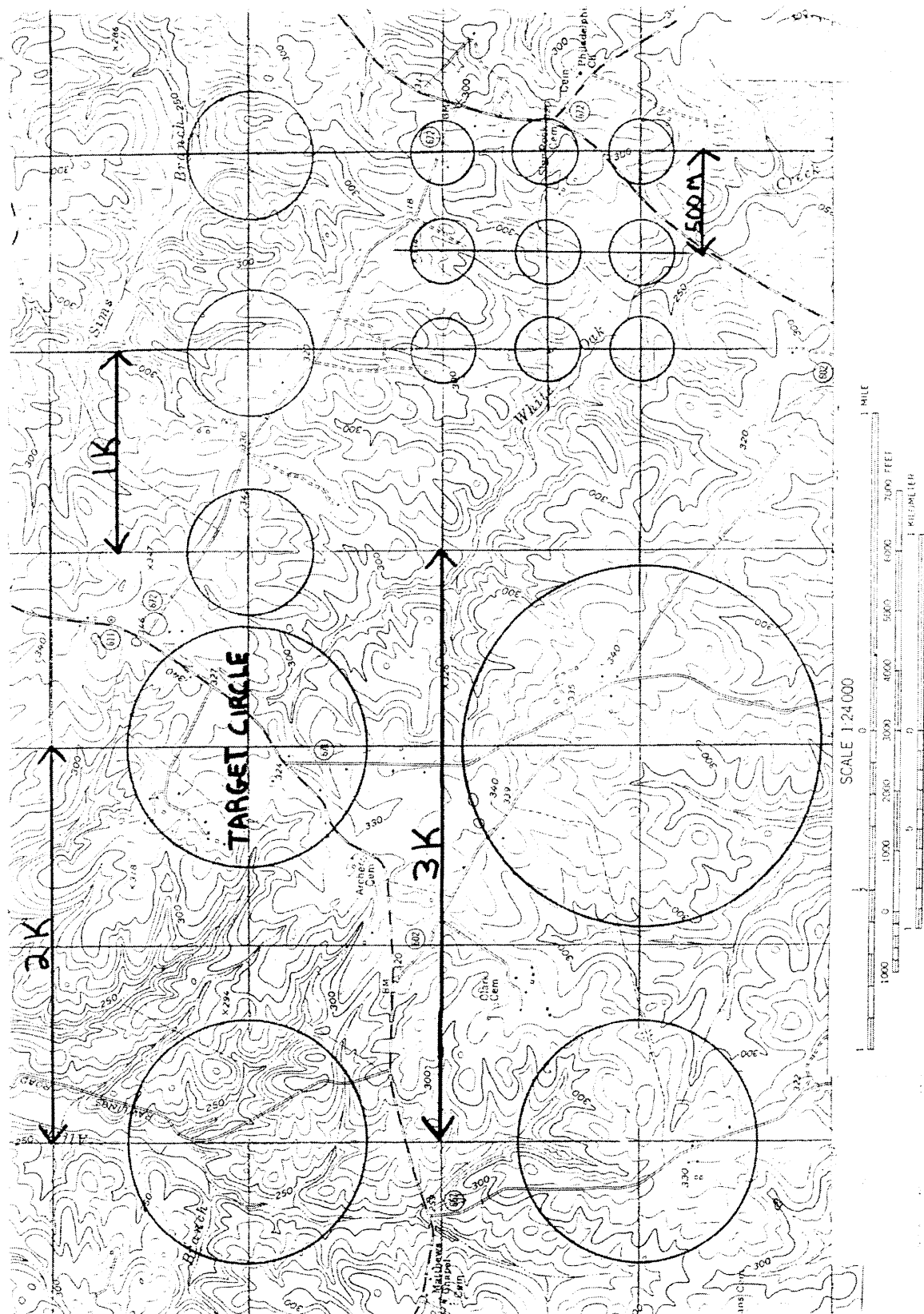
Qualified contractors may bid on more than one trapping unit only if they have been awarded a previous gypsy moth trapping contract and have completed the contract to the satisfaction of the VDACS-STIS office, or if they have had past satisfactory working experience as a gypsy moth contractor in a previous state or federal gypsy moth trapping program.

A Trapper Data Sheet, which is included in the Phase 2 IFB documents, must be completed when bidding on multiple bid units. This document must list the names, addresses, and telephone numbers of the persons who will be responsible for providing trapping services.

## 2008 Virginia Gypsy Moth Slow The Spread Project

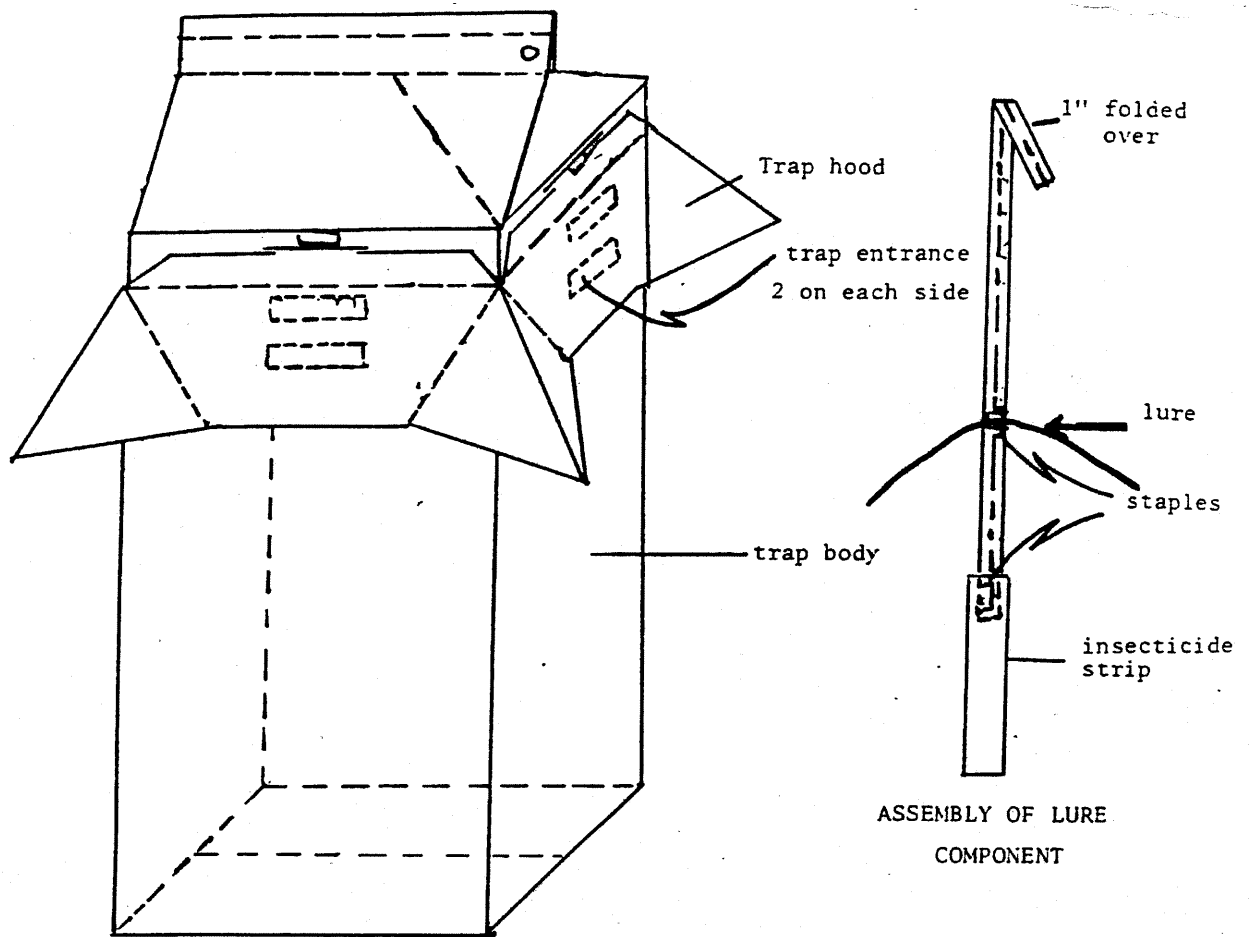


## ATTACHMENT B: ILLUSTRATION OF TARGET CIRCLES

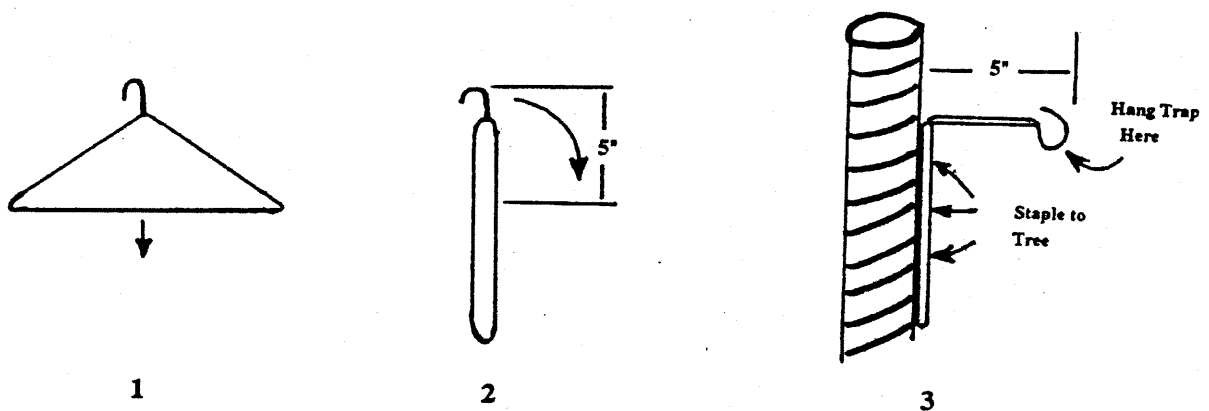


# ATTACHMENT C

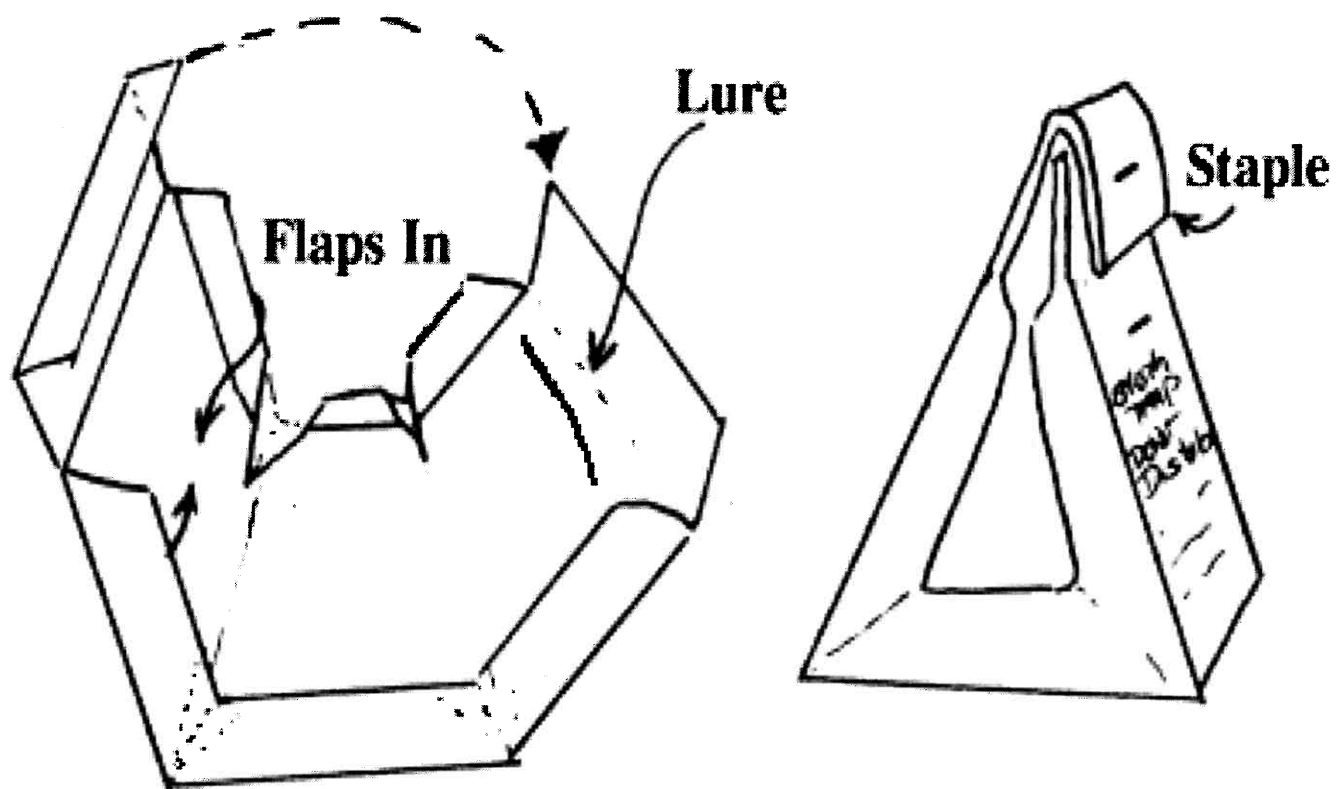
## ILLUSTRATION OF GYPSY MOTH MILK CARTON TRAP AND ASSEMBLY



## COAT HANGER CONFIGURATION FOR HANGING MILK CARTON TRAPS



**ATTACHMENT D: ILLUSTRATION OF GYPSY MOTH DELTA TRAP AND ASSEMBLY**



## ATTACHMENT E: LOG SHEET EXAMPLES

## 1. EXAMPLE OF TRAP PLACEMENT LOG

[illegible]

## 2. EXAMPLE OF TRAP INSPECTIONS/PULL LOG

[illegible]

## **ATTACHMENT F: EXAMPLE OF BIO-SECURITY GUIDELINES**

### **VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

#### **Employee Livestock Biosecurity Practices When Visiting Farms, Livestock Markets or Other Places of Animal Assemblage**

- Wear clean coveralls or outer garments.
- Change and clean coveralls or outer garments as needed when contact is made with animal secretions or excretions.
- Wear footwear suitable for scrubbing.
- Scrub footwear with a brush and a sanitizing solution.

Vircon-S is the sanitizing agent of choice. Follow manufacturer's recommendations for dilution and shelf life.

- An alternative to scrubbing footwear is to use disposable shoe and boot covers and dispose of the covers after each visit.
- If necessary, and when recontamination can be avoided, wash and sanitize vehicle tires using a brush and the same sanitizer as used on footwear. If recontamination cannot be avoided when exiting a farm, look for opportunities to wash and sanitize the vehicle before entering the next farm.
- If a producer, livestock market, etc. has more stringent biosecurity requirements than those listed, then VDACS employees should follow those specific requirements.

**NOTE:** If you have traveled to any foreign country, contact the State Veterinarian's Office for specific guidance before resuming your work in visiting farms, etc.

**Gypsy Moth Contractors and their Trapping Personnel: Clean-up is critical if there is visible excrement on shoes and/or tires after leaving farm areas.**

**I have received the above instructions on Biosecurity Practices and I have also received supplies (water to be provided by the contractor) and Vircon-S disinfectant (1 set per contract trapping bid unit for 1 vehicle) to carry out these procedures. I understand it is my responsibility to provide the additional supplies needed for each trapper/agent's vehicle used to conduct this work. Upon request, VDACS will provide the additional Vircon-S disinfectant needed by the contractors.**

**Name: \_\_\_\_\_ Date: \_\_\_\_\_ Trapping Unit# \_\_\_\_\_**



**ATTACHMENT G: EXAMPLE OF CONTRACTOR'S BILLING INVOICE**

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
Division of Consumer Protection – Office of Plant & Pest Services  
Gypsy Moth STS Program  
1580 N. Franklin St., Suite 7  
Christiansburg, VA 24073  
Phone: 540-394-2507 Fax: 540-394-2514

**2008 GYPSY MOTH CONTRACT TRAPPING INVOICE**

Contract Number: 301-08-000-VA00 Contract Price per Trap: \$00.00  
SSN/FIN: 000-00-0000 Original # Traps: 000  
# of Omits: 0  
Contractor Name: John Q. Doe Traps Placed/Inspected/Pulled 000  
Address: 1234 Waypoint Rd.  
Anywhere, VA 24000 Maximum Amount to be Paid: \$ 0,000.00

CYCLE	% Contract Completed	% Placed	# Placed	\$/Trap Paid	Payment	Date VDACS Authorized
1	11%	33%	000	\$0.00	\$0,000.00	_____
2	11%	66%	000	0.00	0,000.00	_____
3	11%	100%	000	0.00	0,000.00	_____
	33%		000		\$0,000.00	
		% Inspected	# Inspected			
4	11%	33%	000	\$0.00	\$0,000.00	_____
5	11%	66%	000	0.00	0,000.00	_____
6	11%	100%	000	0.00	0,000.00	_____
	66%		000		\$0,000.00	
		% Pulled	# Pulled			
7	11%	33%	000	\$0.00	\$0,000.00	_____
8	11%	66%	000	0.00	0,000.00	_____
9	11%	100%	000	0.00	0,000.00	_____
	1% balance of payment			00.00	0,000.00	_____
	100 %		000		\$0,000.00	

Payments Authorized To Date: \$0,000.00 (Including this invoice)

Payment Due This Invoice: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date \_\_\_\_\_

**FOR VDACS USE ONLY:**

**AMOUNT CERTIFIED FOR PAYMENT:** \_\_\_\_\_

**APPROVED FOR PAYMENT BY:** \_\_\_\_\_ **Date** \_\_\_\_\_

## ATTACHMENT H: PRE-QUALIFYING VENDOR REFERENCE AND DATA SHEET

1. Awarded Contractor must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. Have you ever been involved in a Gypsy Moth trapping or similar program? \_\_\_\_Yes \_\_\_\_No  
If yes, provide the following: Type of service, location of service, contact person, and length of time. \_\_\_\_\_
3. TYPE OF BUSINESS: This information is requested for informational purposes only.  
Please indicate if your firm is one or more of the following:  

<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> INDIVIDUAL BUSINESS
<input type="checkbox"/> WOMAN-OWNED BUSINESS	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> MINORITY-OWNED BUSINESS	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> SHELTERED WORKSHOP	<input type="checkbox"/> CORPORATION
4. REFERENCES: Indicate below a listing of at least three (3) recent references for which you have provided similar contracting services or other work experience.

### CLIENT/ADDRESS

### SERVICE DATES

### PERSON TO CONTACT AND PHONE NUMBER

1.

2.

3.

**RETURN OF THIS PAGE IS REQUIRED**

## **ATTACHMENT I: PRE-QUALIFICATION DOCUMENT SUBMISSION CHECKLIST:**

This page is provided to assist you in compiling the documents required for submission to the VDACS Procurement Office. Please check-off and submit the following:

<b><u>ITEM</u></b>	<b><u>INCLUDED</u></b>
1. Page 1/Cover sheet, signed	_____
2. Confirmation of completed eVA registration or documentation that eVA registration is in process (i.e. e-mail response from eVA/Ariba or screen print of such confirmation, etc.).	_____
3. Confirmation of required insurance coverage or ability to obtain coverage	_____
4. Attachment H: Pre-Qualifying Vendor Reference and Data Sheet	_____

### **You may submit your pre-qualification documentation by:**

1. FAX: Fax to the attention of Katherine Bosdell at 804-371-8372.
2. Email: Email scanned documents to: [kathy.bosdell@vdacs.virginia.gov](mailto:kathy.bosdell@vdacs.virginia.gov).
3. Mail: VA Dept of Agriculture, Procurement Office, 2<sup>nd</sup> FL, 102 Governor Street, Richmond, VA 23219.

**Deadline for submission: February 25, 2008 no later than 1:00 PM. No late submissions will be accepted.**